HANWHA SOLARONE (QIDONG) CO., LTD. (HANWHA SOLARONE) LIMITED
WARRANTY FOR PV MODULE(S)

This manufacturer's warranty for the Photovoltaic Modules (**PV Modules**) is given by Hanwha SolarOne (Qidong) Co., Ltd (**Hanwha SolarOne**) of 888 Linyang Rd., Economic-Technological Development Zone, Qidong, PRC to the end user of the PV Modules (**the Buyer**).

Where you are purchasing as a "consumer" under the Australian Consumer Law (**ACL**):

> our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure; and
>
> the benefits under this manufacturer's warranty are in addition to other rights and remedies the Buyer may have under law in relation to the PV Modules.

Chapter I: Twelve Year Limited Product Warranty

Hanwha SolarOne warrants that its PV Modules shall be free from defects in materials and workmanship under normal application, installation, use and service conditions. If, during a period not exceeding twelve (12) years (1) starting from the date of purchase of the PV Modules by the Buyer, or (2) starting at the latest 12 months after Modules dispatch from Hanwha Solarone's facility whichever occurs earlier, there is such defect, Hanwha SolarOne will, at its sole option, either repair or replace the defective modules, or refund the current market price of the modules.

This manufacturer's warranty is applicable for modules where the malfunction or non-conformity of a module results exclusively from defects in materials and/or workmanship under normal application, installation, use and service conditions. Color changes, or other changes in module appearance including but not limited to abrasion, scratching, oxidation, mold and mechanical wear-out, which occurs after delivery to Buyer, are exempt from this warranty if it does not cause degradation in functionality of the module.

The remedy under this manufacturer's warranty will extend only to claims received before the end of the warranty period. The remedies set forth in this Chapter I shall be the sole and exclusive remedies provided under the "Limited Product Warranty". This "Limited Product Warranty" does not warrant a specific power output, which shall be exclusively covered under Chapter II hereinafter (***Guaranteed Peak Power Output Limited Warranty***).

Chapter II: Guaranteed Peak Power Output Limited Warranty

Provided that the PV Module(s) are used under normal conditions, the following limited warranties are provided by Hanwha SolarOne.

[If product is specified with **positive power sorting**]

1. First Year Guaranteed Peak Power Output Limited Warranty

Hanwha SolarOne warrants the power output of the PV Modules for a period of one year from the date of (1) purchase of the PV Modules by the Buyer or (2) at least 12 months after Modules dispatch from Hanwha Solarone's facility whichever occurs earlier, as follows:

If the minimum "Peak Power at STC"[1] for typical poly PV Module(s) reduces to less than ninety-seven percent (97%) of the nominal power classification, or if the minimum "Peak Power at STC"[1] for typical mono PV Module(s) reduces to less than ninety-six percent (96%) of the nominal power classification, under this manufacturer's warranty Hanwha SolarOne will at its sole option either provide additional Module(s) to the Buyer, or repair the defective PV Module(s), to restore the power output performance to the guaranteed level as specified in this paragraph, or refund the difference of the actual performance between the modules and the warranted performance basing on the current market price of the modules.

2. Second Year to Twenty-fourth Year Guaranteed Peak Power Output Limited Warranty

Hanwha SolarOne warrants that for a period of the second year to the twenty-fourth year from the date of (1) purchase of the PV Modules by the Buyer or (2) at least 12 months after Modules dispatch from Hanwha Solarone's facility whichever occurs earlier, will maintain a performance as set forth below:

For poly PV Module(s), max annual power decline will not be more than 0.7%;

For mono PV Module(s), max annual power decline will not be more than 0.7%;

If there is any defect, under this manufacturer's warranty Hanwha SolarOne will at its sole option either provide additional Module(s) to the Buyer, or repair the defective PV Module(s), to restore the power output performance to the guaranteed level as specified in this paragraph, or refund the difference between the actual performance of the modules and the warranted performance basing on the current market price of the modules.

3. 25 Years Guaranteed Peak Power Output Limited Warranty

Under this manufacturer's warranty Hanwha SolarOne warrants the power output of the PV Modules for a period of twenty-five (25) years from the date of (1) purchase of the PV Modules by the Buyer or (2) at least 12 months after Modules dispatch from Hanwha Solarone's facility whichever occurs earlier. If the minimum "Peak Power at STC"[1] for the PV Module(s) reduces to less than eighty-two percent (82%) of the nominal power classification, under this manufacturer's warranty Hanwha SolarOne will at its sole option either provide additional PV Module(s) to the Buyer, or repair the defective PV Module(s), to restore the power output performance to the guaranteed level as specified in this paragraph, or refund the difference between the actual performance of the modules and the warranted performance basing on the current market price of the modules.

4. The remedies set forth in this Chapter II shall be the sole and exclusive remedies provided under the "Guaranteed Peak Power Output Limited Warranty".

Chapter III: Exclusions and Limitations

1. The exclusions and limitations listed below shall apply to all guarantees listed in Chapter I and II.

2. Exclusions and Limitations

(a) All claims under this manufacturer's warranty must, in any event, be submitted to Hanwha SolarOne within the applicable warranty period in accordance with the process for claims set out in Section 4.

(b) The “Limited Product Warranty” and the “Guaranteed Peak Power Output Limited Warranty” do not apply when:

(i) The product is improperly installed, wired, or maintained;

(ii) The product is subjected to inappropriate handling, including handling during transportation or storage, abuse, neglect, vandalism, vermin or accident;

(iii) The product is moved from its original installation location;

(iv) The product is installed in an environment which exceeds “Standard Operating Conditions” as defined in product specifications and installation manual, installed in a mobile or marine environment, subjected to improper voltage or power surges, or subjected to abnormal environmental conditions (such as acid rain, salt damage or other pollution);

(v) Inappropriate maintenance, including maintenance by an unauthorized service technician or in non-conformance with Hanwha SolarOne's user manual, is performed on the module;

(vi) The product is subject to external accidents or forces such as fire, explosion, and civil disorder;

(vii) The product is subject to the inadequate system design or installation;

(viii) Other unforeseen circumstances or causes outside Hanwha SolarOne's control including, but not limited to, surges, lightning, earthquakes, typhoons, hurricanes, tornadoes, volcanic action, floods, tsunami, snow damage, heavy hail, etc.

(c) The “Limited Product Warranty” and “Guaranteed Peak Power Output Limited Warranty” cover only the transportation cost for reshipment of any repaired or replaced PV Modules(s) to the destination port set forth in the sales contract, and do not cover any transportation charges for the return of PV Module(s) under the warranty claim process, customs clearance, taxes, or any other costs related to installation, removal, or reinstallation of the PV Module(s).

(d) Warranty claims will be honoured only if the product can be identified as being manufactured by Hanwha SolarOne, as indicated by the product label, serial number, etc.

(e) The Buyer shall carry the burden of proof to prove that it is eligible for coverage and that none of the terms specified in this Chapter III apply.

(f) This manufacturer’s warranty is expressly limited to the Buyer.

(g) This manufacturer’s warranty does not extend to any claim for compensation for the reimbursement of costs for dismantling, installation or replacement, loss of yield or other indirect damages.

3. Limitation of Warranty Scope

Under this manufacturer’s warranty:

(a) Hanwha SolarOne shall not be liable under any circumstance to any incidental, indirect, consequential or special damages, howsoever caused. Loss of use, loss of profits, loss of production, loss of revenues are therefore specifically but without limitation excluded;

(b) Hanwha SolarOne's aggregate liability, if any, in damages or otherwise, shall not exceed the purchase value of the PV Module(s) as paid by the Buyer; and

(c) Hanwha SolarOne undertakes no responsibility for the quality of the PV Modules, or that they will be fit for any particular purpose for which you may be buying them except as otherwise provided in this manufacturer's warranty,

provided that the limitation of liability in this Section 3 does not purport to exclude, restrict or modify, or have the effect of excluding, restricting or modifying, the Buyer's statutory rights, including, but not limited to, any rights the Buyer has under the ACL where the Buyer is a "consumer" for the purposes of the ACL.

4. Obtaining Warranty Performance

(a) The PV Modules must be checked for visible defects when they are delivered. Any defects discovered during this process must be reported immediately before installation to the retailer that supplied the PV Modules or Hanwha Q.CELLS Australia Pty. Ltd. (email: service@q-cells.com.au / phone: 1800 723 557). If visible defects are not reported immediately, Hanwha SolarOne may refuse to honour this warranty.

(b) To claim under this manufacturer's warranty please contact the retailer that supplied the PV Modules or Hanwha Q.CELLS Australia Pty. Ltd. (email: service@q-cells.com.au / phone: 1800 723 557), Hanwha SolarOne's agent in Australia for warranty claims.

(c) The Buyer shall notify the retailer or Hanwha Q.CELLS Australia Pty. Ltd. of any defect in the products promptly and no later than thirty (30) days from discovery of the defect. The notice shall be in writing and shall include the description of the claim, corresponding module serial number(s), and Proof of Purchase such as the commercial invoice.

(d) The return of any PV module(s) will not be accepted unless prior written authorization has been given by Hanwha Q.CELLS Australia Pty. Ltd.

(e) Any replaced PV Modules shall become the property of Hanwha SolarOne. Hanwha SolarOne shall have the right to instruct Hanwha Q.CELLS Australia Pty. Ltd. to deliver another type of PV Module(s) (different in size, color, shape and/or power) in the event that production of the previous PV Module has been discontinued at the time of the claim. The repair or replacement of the PV Module(s) or the delivery with additional PV Module(s) shall be of equivalent or better quality and shall be covered by the product warranty for the remaining portion of the original warranty period and not extend the original terms of the "Limited Product Warranty" and the "Guaranteed Peak Power Output Limited Warranty".

(f) Hanwha SolarOne will determine the manner in which it wishes Hanwha Q.CELLS Australia Pty. Ltd. to settle claims under this manufacturer's warranty and may use the services of a customer service unit or a service partner for managing warranty claims.

(g) Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

(h) Hanwha SolarOne shall pay the costs of a technical inspection and transport of defective or non-performing PV Modules to its nominated location and the return of any PV Modules to the Buyer, which shall be approved by Hanwha SolarOne before its incurrence. If any PV Module is found by Hanwha SolarOne not to be defective (including for any of the exclusions outlined above) the Buyer agrees to reimburse Hanwha SolarOne for those costs on demand.

5. Disputes

(a) Any dispute arising from or in connection with this manufacturer's warranty shall be submitted to binding arbitration. Disputes regarding the function or malfunction of the PV Modules or other related products (**Technical Related Disputes**) shall be first submitted to non-binding expert determination as provided below.

(b) The Technical Related Disputes shall be evaluated by an expert appointed by one of the following test institutions listed in paragraph (c) below. The appointed expert shall provide its expert opinion regarding the function of the PV Modules, and the causes of the malfunction (if exists). The expert shall also provide a suggestion for the adequate resolution of the dispute including monetary compensation if needed. The specific institution which will appoint the expert shall be the institution that is physically the closest to the location of the PV Modules in dispute.

(c) Fraunhofer ISE in Freiburg / Germany,

TÜV Rheinland in Cologne / Germany, or

ASU Arizona State University

(d) The expert's opinion shall be non binding on either of the parties to this Agreement, but may be used as admissible evidence if the dispute is submitted to arbitration. For avoidance of doubt, both parties reserve the right to submit the case to arbitration pursuant to paragraph (a) above and to present alternative expert opinion(s) to the arbitration tribunal.

(e) The parties shall cooperate to fully accommodate the appointed expert and shall provide the expert the necessary assistance to promptly complete its tasks. The parties shall share the fees to be paid to the expert.

6. Choice of Law

These manufacturer's warranty terms and conditions shall be exclusively governed by the laws of New South Wales, Australia. The UN Convention on Contracts for the International Sale of Goods shall not apply.

1 ***"Peak Power at STC" is the power in Watt peak that a PV module generates in its Maximum Power Point. "STC" are as follows (a) light spectrum of AM 1.5, (b) an irradiation of 1,000 W per m^2 and (c) a cell temperature of 25 degree centigrade at right angle irradiation. The measurements are carried out in accordance with IEC 60904 as tested at the connectors or junction box terminals – as applicable – per calibration and testing standards of Hanwha SolarOne valid at the date of manufacture of the PV module(s). Hanwha SolarOne's calibration standards shall be compliant with the standards applied by international institutions accredited for this purpose.***

Qidong, December 10th, 2012